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10 **UNITED STATES DISTRICT COURT**
11 **DISTRICT OF NEVADA**
12

13 Bass Underwriters, Inc.,

14 Plaintiff,

15 v.

16 David Kono;

17 Defendant.
18

Case No.: 2:22-cv-00138-RFB-EJY

**BASS UNDERWRITERS, INC. AND
DAVID KONO'S STIPULATION AND
ORDER TO EXTEND TEMPORARY
RESTRAINING ORDER**

19 Plaintiff Bass Underwriters, Inc. ("Bass") and Defendant David Kono ("Kono") stipulate to
20 extend the Temporary Restraining Order ("TRO") originally entered by the Court on January 27, 2022
21 (ECF No. 7), as follows:

22 1. The TRO is currently scheduled to expire on February 10, 2022, and a hearing is
23 scheduled on Bass' Motion for Preliminary Injunction and Motion for Expedited Discovery for
24 February 11, 2022 at 9 a.m.

25 2. The parties have agreed to extend the terms of the TRO by an additional fourteen (14)
26 days from February 10, 2022, to February 24, 2022.

27 3. By agreeing to extend the TRO, no party is waiving any legal rights or defenses, and
28 the parties explicitly reserve the right to seek a modification of the TRO in the future.

4. The parties are in agreement on the terms of a stipulated preliminary injunction on the vast majority of the issues, but need additional time to finalize their agreement on those terms.

5. Agreement as to the terms of the preliminary injunction would obviate the need for a hearing on Plaintiff's Motion for Preliminary Injunction.

6. For this reason, there is good cause to maintain the status quo by extending the existing TRO while the parties continue to work towards an agreed-upon preliminary injunction.

7. In the event the parties are unable to reach a full agreement as to the terms of an agreed preliminary injunction, the parties will present any disputed issues at the continued preliminary injunction hearing to be scheduled by the court.

IT IS STIPULATED.

Dated: 02/10/22

Dated: 02/10/22

By: /s/ Karl O. Riley

By: /s/ Kirk B. Lenhard

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Inc.*

Attorney for Defendant David Kono

ORDER

For good cause appearing, the Court orders as follows:

1. As the parties are working to submit a stipulated preliminary injunction to the Court, which will further judicial efficiency by obviating the need for a hearing and minimizing judicial resources, good cause exists to continue the effectiveness of the TRO.

2. The terms of the TRO entered on January 27, 2022 will remain in force until February 24, 2022.

3. By agreeing to extend the TRO, no party is waiving any legal rights, and the parties explicitly reserve the right to seek a modification of the TRO in the future.

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1 4. The preliminary injunction hearing scheduled for February 11, 2022, at 9 a.m. will be
2 continued to a later date and time. If the parties choose to stipulate to a preliminary injunction, such
3 stipulation should be submitted at least 48 hours before the rescheduled preliminary injunction
4 hearing.

5 **IT IS ORDERED.**

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RICHARD F. BOULWARE, II
UNITED STATES DISTRICT JUDGE

DATED: February 10, 2022.